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The Roman Catholic Archbishop of San Francisco

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re:
THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

Debtor and
Debtor in Possession.

Case No. 23-30564

Chapter 11

**ORDER AUTHORIZING EMPLOYMENT
OF GLASSRATNER ADVISORY &
CAPITAL GROUP, LLC d/b/a B. RILEY
ADVISORY SERVICES AS FINANCIAL
ADVISOR**

[No Hearing Required]

The Court, having considered the Application (the "Application") of The Roman Catholic Archbishop of San Francisco, the debtor and debtor in possession herein (the "Debtor"), for an order authorizing the employment of GlassRatner Advisory & Capital Group LLC d/b/a B. Riley

1 Advisory Services (“B. Riley”), as the Debtor’s financial advisor, effective as of August 21, 2023,
2 and the *Declaration of Wayne P. Weitz* in support thereof, and no objection having been filed, and
3 good cause appearing therefor,

4 IT IS HEREBY ORDERED THAT:

5 1. The Application is GRANTED. Capitalized terms not defined in this Order shall
6 have the meanings given to them in the Application.

7 2. The Debtor is authorized to employ GlassRatner Advisory & Capital Group LLC
8 d/b/a B. Riley Advisory Services as its financial advisor, effective as of August 21, 2023, on the
9 terms set forth in the Application.

10 3. Notwithstanding anything to the contrary in the Engagement Letter, B. Riley will
11 file with this Court applications for the payment of fees in accordance with the procedures set forth
12 in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order
13 of this Court or any applicable guidelines regarding submission and approval of fee applications.

14 4. The indemnification obligations of the Debtor set forth in the Engagement Letter
15 are approved, subject to the following clarifications during the pendency of this Chapter 11 case:

16 a) Subject to the provisions of subparagraphs (c) and (d) below, the Debtor is
17 authorized to indemnify, and shall indemnify B. Riley, in accordance with the
18 Engagement Letter and to the extent permitted by applicable law, for any claim
19 arising from, related to, or in connection with B. Riley’s performance of services
20 pursuant to this Order and the Engagement Letter;

21 b) B. Riley shall not be entitled to indemnification, contribution, or
22 reimbursement for services other than the services provided pursuant to this Order
23 and the Engagement Letter, unless such services and the indemnification,
24 contribution, or reimbursement therefore are approved by the Court;

25 c) Notwithstanding anything to the contrary in the Engagement Letter, the
26 Debtor shall have no obligation to indemnify B. Riley, or provide contribution or
27 reimbursement to B. Riley, for any claim or expense that is either: (i) judicially
28 determined (the determination having become final) to have arisen from B. Riley’s
gross negligence, willful misconduct, bad-faith, self-dealing or breach of fiduciary
duty (if any) or fraud; (ii) for a contractual dispute in which the Debtor alleges the
breach of B. Riley’s contractual obligations if the Court determines that
indemnification, contribution or reimbursement would not be permissible pursuant

1 to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior
2 to a judicial determination under (i) or (ii) determined by this Court, after notice
3 and a hearing, to be a claim or expense for which B. Riley should not receive
4 indemnity, contribution or reimbursement under the terms of the Engagement
5 Letter as modified by this Order;

6 d) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan
7 in this case (that order having become a final order no longer subject to appeal) and
8 (ii) the entry of an order closing this chapter 11 case, B. Riley believes that it is
9 entitled to the payment of any amounts on account of the Debtor's indemnification,
10 contribution, or reimbursement obligations under the Engagement Letter,
11 including, without limitation, the advancement of defense costs, B. Riley must file
12 an application before this Court, and the Debtor may not pay any such amount to
13 B. Riley before the entry of an order by this Court approving payment. This
14 paragraph (d) is intended only to specify the period of time under which the Court
15 shall have jurisdiction over any request for payment by B. Riley for
16 indemnification, contribution, or reimbursement, and not a provision limiting the
17 duration of the Debtor's obligations to indemnify B. Riley; and

18 e) Any limitation on liability or any amounts to be contributed by the parties
19 to the Engagement Letter under the terms of the Engagement Letter shall be
20 eliminated.

21 5. Notwithstanding anything to the contrary in the Application, the Court is not
22 approving terms and conditions of GlassRatner Advisory & Capital Group LLC's employment
23 under 11 U.S.C. § 328(a).

24 6. To the extent that this Order is inconsistent with the Engagement Letter, the terms
25 of this Order shall govern.

26 7. The Court retains jurisdiction to hear and determine all matters related to the
27 implementation or interpretation of this Order.

28 APPROVED AS TO FORM.

OFFICE OF THE UNITED STATES TRUSTEE

By: /s/ Jason Blumberg
Jason Blumberg

END OF ORDER

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COURT SERVICE LIST

No service required.